

Billy Kidwell
5064 Silver Bell Drive
Port Charlotte, FL. 33948

January 6, 2011

The Honorable Robert E. Gerber
United States Bankruptcy Judge
United States Bankruptcy Court
Southern District of New York
Alexander Hamilton Custom House
One bowling green
New York, New York 10004

RE: In re Motors Liquidation Company, et al.
Case No. 09-50026

Dear Judge Gerber,

I am proceeding *Pro Se* and have served a copy of this letter on all parties. As noted in the recent letter of January 3, 2011 to you from GM's Attorneys, King & Spalding LLP the United States District Court for the Middle District of Florida issued a Decision on my Motion for the Court to reconsider their prior Order that directly conflicted with this Court's GM Sales ORDER. [King & Spalding provided you with a copy of the Court's ORDER.]

The District Court GRANTED my Motion, in part, allowing me to sue General Motors LLC for partial Florida Lemon Law Relief, and for Warranty Violations, giving me twenty-one days to Amend my Complaint, which in essence means the District Court

decided that General Motors LLC, and the GM law firm of King & Spalding did intentionally violate this Court's GM Sales ORDER.

My State Lemon Law Lawsuit Kidwell v. General Motors, No. 05-1747 was "frozen" by GM Attorneys, and I was threatened by GM Attorneys that if I filed anything I would be held in Contempt, two days AFTER General Motors signed an Agreement to honor ALL State Lemon Law Obligations in this Court.

The governance of General Motors intentionally lied to me, and the Florida State Court, in direct violation of their Agreement, and this Court's GM Sales ORDER requiring GM to assume State Lemon Law Obligations.

It is beyond doubt that General Motors LLC has intentionally violated this Court's GM Sales ORDER, and I have suffered great bodily harm, as a direct result of those intentional violations.

Please find enclosed my Pro Se "Notice of Denial of Due Process Resulting in Great Bodily Harm to Movant, Billy Ray Kidwell, and Motion for Appropriate Relief".

I respectfully submit that the time is well beyond "Ripe" for this Court to simply be honest about what the GM Sales Agreement, and this Court's GM Sales ORDER, actually says.

Are ALL State Lemon Law Obligations an Assumed Liability for the new General Motors LLC as your ORDER clearly states, and as the GM Sales Agreement clearly states, or is that all a con game on the public?

This issue has caused substantial litigation in three (3) separate Courts now. The statements in your Court ORDER seem extremely clear to citizens, you say "*ALL State Lemon Law Obligations are an Assumed Liability for the new General Motors LLC*" however General Motors LLC, and their Attorneys, claim there is a "*secret*" opposite

meaning, that State Lemon Law Obligations are NOT an assumed liability, that in essence your Court Order is a lie, a con game.

I have been tortured so much I passed out from heart pains and cracked my arm. I am 100% disabled from defending my country.

All I ask for is the truth. Is that too much to ask for?

Thank you for your time and assistance in this matter,

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Billy Kidwell", is written over a horizontal line.

Billy Kidwell

5064 Silver Bell Drive

Port Charlotte, FL. 33948

941 627-0433

Copy: File

Attorneys for General Motors